

SECTION VIII – HOURS OF EMPLOYMENT

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The work year shall be 186 working days (188 for new teachers) with no more than 180 teaching days as provided in the Certificated Employee Calendar. State funding of at least \$270 per day per participating teacher will be necessary to maintain the work year at 186 days. There shall be at least two days set aside prior to the opening of school for pre-service needs. Teachers shall have the equivalent of at least one day during the pre-service days for classroom preparation.

TEACHERS NEW TO THE DISTRICT

Teachers new to the District shall be scheduled for two additional days of service with one day to be paid at B-2 daily rate (see Section XII - Wages). The other day's compensation is included within the annual salary. Such additional days of service shall be included in the certificated calendar. On one of the above referenced additional days of service, teachers new to the District shall participate in District sponsored programs. The Federation may meet and consult regarding the program. The Federation shall be permitted to sponsor a luncheon for the new teachers in attendance.

WORKDAY

The school based workday for teachers in the Poway Unified School District shall be seven (7) hours, not including a minimum 30-minute duty-free lunch period. For full-time teachers preparation/conference periods approximately equal to one class period the instructional schedule shall be provided teachers in grades 6-12.

There shall be at least five minimum days set aside for parent conference days for middle and elementary schools.

At each elementary school, a plan shall be developed to provide protected, teacher-directed preparation/conference time.

- Each teacher shall be on duty prior to the beginning of the instructional day long enough for an adequate amount of time to discharge any routine or special professional responsibilities or assignments and to prepare for the teaching day.
- Teachers shall remain on duty after the close of the school day long enough to ensure a professional and adequate performance in the discharge of professional responsibilities as required in the appropriate job classification description as specified in Board Policy.
- Prior to any decision on extension of the teaching day in excess of ten (10) minutes, a committee representing the Federation will meet and consult with the District in the decision-making process.

1 **UNAUTHORIZED ABSENCE**

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3 Unauthorized absence is defined as non-performance of those duties and
4 responsibilities assigned by the District and its representatives including all duties and
5 responsibilities as defined by the Education Code, Policies of the Board of Education,
6 the rules and regulations of the District, and the provisions of this agreement.

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8 ● Unauthorized absence may include, but is not limited to, refusals to provide service,
9 unauthorized use of sick leave, unauthorized use of leave benefits, non-attendance
10 at required meetings, and failing to perform supervisory functions at
11 school-sponsored activities.

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13 ● An employee is deemed to be on unauthorized absence at such time and on such
14 occasions as the employee may absent him/herself from required duties without
15 prior approval of his/her principal or immediate supervisor, except as provided for in
16 this agreement.

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18 **HIGH SCHOOL SUPERVISION**

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20 Site committees comprised of administration and Federation representatives will
21 examine existing supervision duties at all high schools and place those duties into two
22 categories. The first category will be those duties that will be paid at the rate of \$20.00
23 per activity. This category shall be no less than 45% or more than 55% of the total
24 number of supervision assignments. These duties will be open for volunteers. If the
25 number of qualified volunteers is not sufficient to cover all the supervisions, unit
26 members may be assigned those duties too and would receive the stipend.

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28 The second category will be those non-paid duties still requiring adult supervision. The
29 assigning of these duties will be consistent with existing practices of assigning duties at
30 each school, but volunteers from parents, booster clubs and other staff will also be
31 encouraged. It is understood that volunteering as class advisors or as a sponsor of
32 clubs as specified by the site committee will fulfill a requirement for supervision. These
33 committees will meet annually.

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35 **TEACHING BY NON-UNIT CERTIFICATED PERSONNEL**

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37 The Federation supports classroom teaching on a regular basis by administrative and
38 other non-unit certificated employees of the District and will meet and agree when it is
39 proposed to assign such personnel on a regular basis within the area of their credentials
40 for up to one period, or its equivalent, per day.

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42 **ADDITIONAL CLASSES**

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44 Consistent with instructional needs, additional classes shall be offered to qualified
45 part-time unit employees at the site before being offered to full-time unit employees.

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1 Definition of an Additional Assignment Position

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3 An "additional assignment position" is any class regularly assigned to a teacher in
4 addition to his or her full-time teaching assignment. This position does not include high
5 school 61/2 period classes.

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7 Creation of an Additional Assignment Position

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9 Consistent with instructional requirements, an additional assignment position will be
10 created only when an extra class cannot be staffed through the regular hiring process.

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12 The principal, with input from the department chair concerning site needs, and with the
13 approval of the Associate Superintendent of Personnel may create an additional
14 assignment position if an extra class is needed to:

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- 16 1. Manage class size;
- 17 2. Balance class enrollment;
- 18 3. Create a class for which there had previously been insufficient enrollment.

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20 Selection of a Teacher for an Additional Assignment Position

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22 Where no qualified part-time unit employee at the site has volunteered for the position
23 and qualified part-time unit employees off-site have been considered, an announcement
24 for the position will be distributed through teacher mailboxes at the site.

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26 Teachers will be selected for employment based on the following criteria which will be
27 applied in the order listed:

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- 29 1. The assignment will be voluntary.
- 30 2. The teacher must be fully credentialed in the subject area to be taught.
- 31 3. The teacher must possess reasonable expertise and successful experience in the
32 subject area.
- 33 4. Teachers at the local site will be given priority over other teachers in the District.
- 34 5. Using the above criteria, the principal of the school will make the final choice.

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36 Hours of Employment for an Additional Assignment Position

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38 Teachers who teach a regularly assigned class in addition to a full-time teaching
39 assignment shall have their school based workday extended by an amount of time
40 equal to their preparation period.

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42 Absence from an Additional Assignment Position

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44 Teachers who teach a regularly assigned class in addition to a full-time teaching
45 assignment and who have a legitimate absence from that additional assignment will
46 have the absence treated in the same manner as the full-time absence for pay
47 purposes. This provision does not apply to high school 61/2 period classes.

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Shared Contracts

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Based upon approval and successfully addressing the criteria detailed below, the District will authorize shared contracts for teachers. These are situations in which the shared contracts fulfill a single teaching position that is shared between two teachers, typically sharing the same students.

1. Only permanent teachers are eligible to participate in a shared contract, unless specifically approved by the Superintendent or designee.
2. When a full-time, permanent teacher shares a contract, he/she must request a part-time leave of absence to complement the shared contract part-time service. All leaves require Board ratification.
3. All shared contracts are expressly approved on an annual basis.
4. Except in unusual cases, there will be no 80/20 splits or less.
5. Written proposals should address the full range of duties including instruction, partner and team planning, school and grade-level meetings, school and District staff development, Back-To-School, Open House as may be a required duty at the time, and parent conferences. In many cases this will require double service.
6. Written proposals should address the proration of health benefits, per the PFT contract. Refer teachers to Section III – Health and Welfare Benefits.
7. Written proposals must specify the percentages of part-time and how service will be provided with times and days. The division must be instructionally sound.
8. Shared contracts shall be with teachers who, based upon their proposal and interview by the principal, have demonstrated their ability to work as a team.
9. At the kindergarten level, the proposal must be consistent with Education Code 46118.
10. Each shared contract proposal must include an acknowledgment by each teacher that upon returning to full time, that either party may be assigned to another assignment/school within their credential, if the school is overstaffed.
11. A complete shared contract proposal, submitted by June 30 of the preceding year (except in unusual situations), signed by both teachers, is forwarded to the site principal for review and recommendation and then to the Associate Superintendent, Learning Support Services, and then to the Associate Superintendent, Personnel Support Services. Final authority for approving or denying a shared contract proposal rests with the Superintendent or designee.
12. If a shared contract is denied, the teacher(s) may request the reason for the decision. The teacher shall indicate whether he/she/they want(s) the reasons stated

1 in writing, in a personal conference or in a personal conference with a representative
2 present. The reason will identify the reasons for which the shared contract was
3 denied.
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